

COMBINED SYNOPSIS/SOLICITATION

This is a COMBINED SYNOPSIS/SOLICITATION for commercial items prepared in accordance with the information in FAR Part 13, Simplified Acquisition Procedures, and as supplemented with additional information included in this notice. This announcement constitutes the only solicitation on FedBizOpps; quotes are being requested and a written solicitation will not be issued.

Solicitation **N6227116Q1092** is issued as a request for quotation (RFQ).

The Department of Operations Research at the Naval Postgraduate School (NPS) has an immediate requirement for contractual services to deliver one section of OA3602 in the Fall Quarter of Academic Quarter

OA 3602 presents students with "Search Theory and Detection" as a set of stochastic processes. Students are introduced to characterization detection devices and uses, and interpretations of sweep widths, lateral range curves, and true range curves. Data collection is assessed. Measures of effectiveness of search-detection systems are developed and analyzed. Techniques in allocating search efforts, sequential searches, are also presented, developed, and analyzed. Students are introduced to statistical theory of signal detection, in addition to models of surveillance fields, barriers, tracking, and trailing.

While discussions are not anticipated, the Government reserves the right to do so. Award will be Firm-Fixed Price (FFP) for the services detailed in the accompanying PWS. Travel is NOT anticipated. The period of performance is estimated in the Performance Based Statement of Work

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-69, effective August 1, 2013 and DFARS Change Notice 20130909.

This requirement is a total small business set aside

NAICS code	611310
Small business size standard	27.5 Million

Proposal Submissions: Quotes are due **3/9/2016**, at 5:00 p.m. **PST**

Quotes must be valid for 30 days. No facsimile quotes will be accepted. All quotes must be clearly marked with the RFQ Number. Contractors are responsible for verifying receipt of their proposals to this office before offer due date and time.

DEADLINE FOR RFQ QUESTIONS: All questions regarding this requirement shall be submitted electronically to Mr. Matthew White (primary), email: mjwhite@nps.edu no later than **2/25/2016** at 1500 PST to allow adequate time to prepare a response.

Email is the preferred method of submission. Quotes, together with the signed amendment(s), if applicable, must be submitted electronically to **mjwhite@nps.edu**.

A successful bidder will have current employees with requisite clearance level or contingency hires with a signed letter of commitment (included in submission) and the requisite clearance level.

NOTE: Personnel proposed are considered key personnel for purposes of clause SUP 5252.237-9400 - Substitution or Addition of Personnel (JAN 1992). The candidates proposed SHALL be the candidates performing the work. ALL substitutions shall be reviewed by the Technical Point of Contact (TPOC) and approved by the Contracting Officer; approval is required BEFORE substitution.

ADDENDUM TO 52.212-1 Instructions to Offerors Commercial Items

INSTRUCTIONS FOR SUBMISSION OF QUOTATIONS:

Contractor's proposal shall be valid for thirty (30) days and include Volume 1, and 2. Each document should contain the following language on every page: SOURCE SELECTION SENSITIVE - SEE FAR PART 2.101 AND 3.104.

Volume I - Technical Submission

- The vendor's technical submission shall address the following factors in accordance with the Statement of Work included in this RFQ to be considered for award:
 - A. Contractors Corporate Experience to accomplish the requirement as stated in the PWS.
 - B. Contractors Management Structure in support of the requirement including transition plan details
 - C. Key Personnel Qualifications - Resume to address section 5.0 of the PWS
 - name/title/category
 - skills/qualifications
 - references maybe asked for upon request
 - signed letter of commitment
 - D. Past Performance
 1. No more than three pages for each resume. MS Word and / or Excel format. PDF is not acceptable, except for the past performance form.
 2. Resume shall have the name, title and category of the person on the cover but not within the resume. (3 page limit, not to include cover sheet); Vendors are free to provide a cross reference from the Government's labor category to the vendor's labor category.
 3. Past performance does not count for the page limit. Submit one page, maximum, for each contract; submit a maximum of three contracts; use the attached form. The asterisk serve as bullets only, they have no other significance. If the vendor received any awards for outstanding work, coming in under budget, saving the Government money, etc., on the cited award, those should be listed here. If corrective action was required to bring the vendor into compliance with the terms and conditions of the cited award, those should be listed here.

Volume II – Price Submission - vendors shall provide a proposed schedule of services/supplies with associated prices. Table provided below.

1. Vendors shall provide a proposed schedule of services indicating the associated category, Hourly rates (fully burdened) and proposed hours.
 2. Submitted in MS Word and / or Excel format; PDF is not acceptable. No page limitation.
 3. Each page labeled with Contractor's name and pages numbered in the following format: page ____ of ____.
- The hours and Level of Effort below are for ESTIMATION purposes ONLY; they will NOT be part of the award.

Volume II – Price Schedule Submission - vendors shall provide a proposed schedule of services/supplies with associated prices. Table provided below. Vendors shall provide a proposed schedule of services indicating the associated category, Hourly rates (fully burdened) and proposed hours. The hours and Level of Effort below are for ESTIMATION purposes ONLY; they will NOT be part of the award.

Schedule: Insert prices and other required information below.

Estimated Effort Schedule of Services

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT OF ISSUE</u>	<u>UNIT AMOUNT</u>	<u>Amount Obligated</u>
0001	Course Development of the below: 1 Section of OA3602 Search Theory and Detection POP dates are subject to change based on award date Estimated: 15 March 2016 – 24 June 2016 Fixed Firm Price Estimated Level of Effort = 240 hours total	1	Each		
TOTAL PRICE:					
For informational Purposes:					Total Amount:
Labor Category:					

52.212-2 Evaluation -- Commercial Items (JAN 1999):

(a) The Government will award a contract resulting from this solicitation to the responsible quoter whose quote conforming to the solicitation will be most advantageous to the Government, at the lowest price technically acceptable.

The following factors shall be used to evaluate offers:

Technical

Contractors Corporate Experience to accomplish the requirement as stated in the PWS.

Contractors Management Structure to accomplish the requirement as stated in the PWS.

Key Personnel Qualifications - Resume

- **name/title/category**
- **skills/qualifications**
- **references maybe asked for upon request**
- **addresses Section 5 of the PWS, Candidates Minimum Technical Requirements**
- **have necessary skills for task and deliverable completion as referenced in the PWS**
- **signed letter of commitment**

Past Performance**Price**

Procedures in FAR 13.106 are applicable to this procurement. Although price will be a significant factor in the evaluation of offers, the final contract award will be based on the combination of the factors above, award going to the lowest price technically acceptable quote.

A written notice of award or acceptance of a quote mailed or otherwise furnished to the successful quoter within the time for acceptance specified in the quote, shall result in a binding contract without further action by either party. Before the quote's specified expiration time, the Government may accept a quote (or part of a quote), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Technical and Contractual Questions Concerning This Solicitation - All questions concerning this procurement, either technical or contractual must be submitted in writing via e mail to the Contracting Office. No direct discussion between the technical representative and a prospective offeror will be conducted unless it is deemed necessary by the Contracting Officer. Questions shall be sent to the following point of contact: Matthew White; 831-392-7335; mjwhite@nps.edu

PROVISIONS AND CLAUSES:

The following provisions and clauses apply to this acquisition and will be incorporated into any resultant purchase order.

52.202-1	Definitions	(JAN 2012)
52.203-16	Preventing Personal Conflicts of Interest	(DEC 2011)
52.204-7	System for Award Management	(JUL 2013)
52.204-10	Reporting Executive compensation and First-Tier Subcontract Awards	(AUG 2012)
52.204-19	Incorporation by Reference of Representations and Certifications	(DEC 2014)
52.209-6	Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(DEC 2010)
52.212-1	Instructions to Offerors-Commercial Items	(FEB 2012)
52.212-2	Evaluation—Commercial Items	(OCT 2014)
52.212-3	Offeror Representations and Certifications Commercial Items Alt I	(DEC 2012)
52.212-4	Contract Terms and Conditions - Commercial Items	(JUN 2013)
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items	(JAN 2013)
52.219-28	Post-Award Small Business Program Representation	(JUL 2013)
52.222-3	Convict Labor	(JUN 2003)
52.222-19	Child Labor—Cooperation with Authorities and Remedies	(MAR 2012)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(MAR 2007)
52.222-35	Equal Opportunity for Veterans (>\$150K)	(SEP 2010)
52.222-36	Equal Opportunity for Workers with Disabilities	(JUL 2014)
52.222-37	Employment Reports on Veterans (>\$150K)	(SEP 2010)
52.222-50	Combating Trafficking in Persons	(FEB 2009)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging while Driving	(AUG 2011)

52.224-1	Privacy Act Notification	(APR 1984)
52.224-2	Privacy Act	(APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases	(JUN 2008)
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	(OCT. 2003)
52.232-39	Unenforceability of Unauthorized Obligations	(JUN 2013)
52.233-3	Protest After Award	(AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim	(OCT 2004)
52.243-7	Notification of Changes	(APR 1984)
52.252-1	Solicitation Provisions Incorporated by Reference), http://farsite.hill.af.mil/ and www.acq.osd.mil	(FEB 1998)
52.252-2	Clauses Incorporated by Reference http://farsite.hill.af.mil/ and www.acq.osd.mil	(FEB 1998)
52.252-3	Alterations in Solicitation	(APR 1984)

The following DFARS provisions and clauses apply to this acquisition and are incorporated by reference. If the offeror has completed any of the following provisions listed in this paragraph electronically as part of its annual representations and certifications at <https://www.acquisition.gov>, the offeror they are to indicated in the submitted quote, there is no need to complete these provisions again for a this solicitation.

252.203-7000	Requirements Relating to Compensation of Former DoD Officials	(SEP 2011)
525.203-7002	Requirement to Inform Employees of Whistleblower Rights	(SEP 2013)
252.203-7005	Representation Relating to Compensation of Former DoD Officials	(NOV 2011)
252.204-7003	Control Of Government Personnel Work Product	(APR 1992)
252.204-7004	Alternate A, System For Award Management	(MAY 2013)
252.215-7007	Notice of Intent to Resolicit	(JUN 2012)
252.215-7008	Only One Offer	(JUN 2012)
252.223-7008	Prohibition of Hexavalent Chromium	(JUN 2013)
252.225-7000	Buy American—Balance of Payments Program Certificate	(JUN 2012)
252.225-7001	Buy American and Balance of Payments Program	(DEC 2012)
252.225-7048	Export – Controlled Items	(JUN 2013)
252.232-7003	Electronic Submission Of Payment Requests And Receiving Reports	(JUN 2012)
252.232-7006	Wide Area Workflow Payment Instructions	(JUN 2012)
252.232-7010	Levies on Contract Payments	(DEC 2006)
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	(JUN 2012)
252.244-7000	Subcontracts for Commercial Items	(JUN 2013)
252.247-7023	Transportation of Supplies by Sea	(MAY 2002)

Authorized Changes Only by Contracting Officer The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract. Except as specified herein, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause in Section I. In the event the Contractor effects any change at the direction of any person other the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof. The address and telephone number of the Contracting Officer is: tbd

NPS Contracting Office POC: Matthew White; mjwhite@nps.edu; 831-392-7335

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items (MAR 2011) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(i) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) Reserved

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seq.)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(End of Clause)

SUP 5252.237-9400 - SUBSTITUTION OR ADDITION OF PERSONNEL (JAN 1992)

- (a) The Contractor agrees to assign to the contract those persons whose resumes; personnel data forms or personnel qualification statements were submitted as required by the RFQ to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.
- (b) The Contractor agrees that:
 - ☒ during the contract performance period
 - ☐ during the first _____ days of the contract performance periodno personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.
- (c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.
- (e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.
- (f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.
- (g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of Clause)

252.204-7000 Disclosure of Information (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

DATA RIGHTS: It is the Government's intent to retain unlimited rights to all software, documentation, and data first produced in performance of the purchase order.

PAPERLESS CONTRACTING All contractual documents (I.E. contracts, purchase orders, task orders, delivery orders, and modifications) related to the instant procurement are considered to be "issued" by the Government when copies are either deposited in the mail, transmitted by facsimile, or sent by other electronic commerce methods, such as e mail. The Government's acceptance of the contractor's proposal constitutes bilateral agreement to "issue" contractual documents as detailed herein.

